

**AGREEMENT BETWEEN
CITY OF ORLANDO
AND
ORLANDO REPERTORY THEATRE**

THIS AGREEMENT is made and entered into on this 23th day of January, 2017 (Commencement Date), by and between the CITY OF ORLANDO, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as the "CITY" and the Orlando Repertory Theatre hereinafter referred to as "the REP".

WHEREAS, the REP provides opportunities for youth ages 5-14 to engage in the performing arts with an emphasis on self- expression and creativity; and

WHEREAS, the CITY owns several recreation centers that include the arts as part of their after school curriculum; and

WHEREAS, the CITY desires to partner with an organization that can offer an outlet for supplemental activities in the performing arts; and

WHEREAS, it is in the best interest of the CITY, the REP, residents of the City of Orlando and the general public that the parties enter into this agreement to provide the Third Annual Rockin' REP REC Fest.

NOW THEREFORE, in consideration of the premises, promises and covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, the CITY and the REP hereby agree as follows:

1. Recitals. The above recitals are true and correct and are incorporated into the agreement as if fully set forth herein.
2. Term. The term of this agreement shall be from February 6, 2017 through April 21, 2017, but may be extended by mutual agreement of the parties. The CITY authorizes its Families, Parks and Recreation Department Director to sign any renewals on its behalf provided that they are under substantially the same terms and conditions as this original agreement.
3. Program hours and locations. The Rockin' REP Fest shall operate at the locations listed below according to the following schedule:

Dr. James R. Smith Center
Northwest Community Center
Colonialtown Neighborhood Center
Engelwood Neighborhood Center

After school hours and days will be negotiated with each location's Center Manager.

4. **Performance.** Children will have one performance at the REP Theatre- on Friday April 21, 2017 from 7:30-8:30 p.m. Dress rehearsal will take place at the REP on Thursday April 20, 2017 from 5:00-7:30 p.m.
5. **Staffing.** The REP will provide teaching artists at each facility during program hours agreed to in item 3 to properly supervise and administer the program. All REP staff and participants shall be subject to any and all rules and regulations governing CITY facilities. The REP shall document that all staff having contact with any youth participants have been background checked and screened to meet state of Florida standards prior to beginning the program at CITY facilities. The REP shall provide CITY such documentation upon request.
6. **Hold Harmless/ Indemnification.**
The REP agrees to indemnify and hold harmless without limit the CITY, and its officers, agents, employees, and elected and appointed officials, from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits proceedings, actions and costs of actions, including attorney's fees for trial and on appeal, of any kind and nature arising or growing out of or in any way connected with the performance of this agreement, caused by any act or omission of the REP, its agents, servants, employees, clients, guests, or invitees.
7. **Insurance.** The REP is required to carry liability insurance which will reflect a minimum of \$500,000.00 bodily injury per occurrence and \$100,000.00 property damage. The policy shall name the City of Orlando as an additional insured. The CITY shall be notified in writing of any reduction, cancellation, or substantial change of policy at least thirty (30) days prior to the effective date of such action.
8. **Supplies.** The REP will purchase its own supplies for the program at the recreation centers. Costumes, additional set pieces or props (if needed), food, and transportation costs will be paid by the CITY.
9. **Marketing.** The REP will assist the CITY with advertising for the performances by posting a notice on their website, in their newsletter, and mailing a postcard announcing the performance dates and times.
10. **Termination.** This agreement may be terminated:
 - a) by the CITY if the REP fails to maintain proper insurance coverage and does not remedy the failure within five (5) calendar days after receipt of notification by the CITY; or
 - b) by either party, without cause, upon thirty (30) day written notice to the other party.

11. Notice. Notice to the parties under this agreement shall be in writing and provided to the following addresses by mail or hand-delivery to:

CITY: Families, Parks and Recreation
Recreation Division
Attn: Recreation Division Manager
595 North Primrose Drive
Orlando, Florida 32803

Orlando
Repertory Theatre: Gene Columbus, Executive Director
Orlando Repertory Theatre
1001 E. Princeton Street
Orlando, Florida 32803.

IN WITNESS WHEREOF, the undersigned have executed this Agreement the day and year first above written.

CITY OF ORLANDO

ATTEST:

City Clerk

Mayor/Mayor Pro Tem

Approved as to form and legality for the use and
Reliance of the City of Orlando, Florida only

Chief Assistant City Attorney
City of Orlando, Florida

ORLANDO REPERTORY THEATRE

Gene Columbus
Gene Columbus
Executive Director

The foregoing instrument was acknowledged before me this 17 day of January 2017, by Gene Columbus, Executive Director of Orlando Repertory Theatre, a non-profit corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.

[Signature]
Notary Public
My commission expires: 3/15/2019